

TERRANCE WALKER*Plaintiff, in propria persona*

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Email: walkerbillion@gmail.com**IN THE UNITED STATES DISTRICT COURT FOR NEVADA**Terrance Walker : **CIVIL CASE NO. 3:18-CV-0132-MMD (CBC)**

Plaintiff, :

vs. : ERRATA TO REPLY TO MOTION TO QUASH

Intelli-heart Services Inc., : JAMES WINTER'S SUBPOENA (EFC 72)

Defendant. :

COMES NOW Plaintiff Terrance Walker("Plaintiff" or "Walker") respectfully submits an errata:

1) On (EFC 72, page 6), Walker's Reply to the Response of his Motion to Quash the Subpoena to James Winters, it states:

The Honorable Judge Du has already ruled against such a construction as Defendant urges:

" 'To be effective, an anti-assignment clause should contain a specific prohibition on the power to make an assignment and specifically state that any attempted assignments will be void or invalid.' (citations omitted)" Erection Co. v. Archer W. Contractors, LLC, No. 2:12-CV-00612-MMD-NJ, 2015 WL 926782, at *7-8 (D. Nev. Mar. 4, 2015) (finding that the agreement "contains no express prohibition" on the power to make an assignment. Where the subcontract stated "This Subcontract shall not be subcontracted or assigned in whole or in part by the subcontractor [TEC] except with the written consent of the Company [Postel]. Any attempt to effectuate a subcontract or an assignment shall be null and void *ab initio*" though holding the Miller Act claim pre-empted) [Note: Walker does assert a Miller Act, Construction contract claim]

2) It should state (note change in BOLD):

The Honorable Judge Du has already ruled against such a construction as Defendant urges:

" 'To be effective, an anti-assignment clause should contain a specific prohibition on the power to make an assignment and specifically state that any attempted assignments will be void or invalid.' (citations omitted)" Erection Co. v. Archer W. Contractors, LLC, No. 2:12-CV-00612-MMD-NJ, 2015 WL 926782, at *7-8 (D. Nev. Mar. 4, 2015) (finding that the agreement "contains no express prohibition" on the power to make an assignment. Where the subcontract stated "This Subcontract shall not be subcontracted or assigned in whole or in part by the subcontractor [TEC] except with the written consent of the Company [Postel]. Any attempt to effectuate a subcontract or an assignment shall be null and void *ab initio*" though holding the Miller Act claim pre-empted) [Note: Walker does **NOT** assert a Miller Act, Construction contract claim]

1 **WHEREFORE**, the Court and parties should take note.

2 **RESPECTFULLY SUBMITTED**,

3 /s/ Terrance Walker Dated Feb.16, 2019

4 Terrance Walker

5 CERTIFICATE OF SERVICE

6 The undersigned certifies that the undersigned is over the age of 18 and that on Feb 16, 2019, that he personally served all parties to this case by the electronic filing system one copy of this filing to the parties at the address listed below.

7 /s/ TERRANCE WALKER

8 signed, Terrance Walker/s/ TERRANCE WALKER

9 Copy to: Will Geddes, Esq. THE GEDDES LAW FIRM, P.C. 8600 Technology Way, Suite 107 Reno, Nevada 89521

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